

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: : Bankruptcy No. 16-10260
JOANN SAUSMAN :
Debtor : Chapter 13

DEBTOR'S OBJECTION TO NOTICE OF FINAL CURE PAYMENT
AND REQUEST FOR COUNSEL FEES

AND NOW, comes Joann E. Sausman, the above mentioned Debtor, through her counsel Robert H. Holber, Esquire, who files this Objection To Notice Of Final Cure Payment and avers as follows:

1. William C. Miller, Chapter 13 Standing Trustee, on or about March 5, 2021, filed and mailed a Final Cure Payment And Completion Of Payments Under The Plan. Said notice is attached as Exhibit "A".

2. LSF9 Master Participation Trust ("LSF9"), on or about March 19, 2021, filed a Response To Notice Of Final Cure Payment. Said Response is attached as Exhibit "B".

3. LSF9 alleged in its Response that Debtor owes a total amount of \$8,821.84 including fees, charges, expenses, escrow and costs outstanding of \$1,450.00.

4. LSF9 failed, pursuant to Rule 3002.1 (g) to itemize the alleged cure or post-petition amounts in accordance with the notice from the Chapter 13 Trustee and Rule 3002.1 (g).

5. The predecessor to or servicer for LSF9, Caliber Home Loans, Inc., previously issued a payoff statement for the mortgage in question stating that as of January 7, 2021 the payoff for the same mortgage was \$3,247.39. Attached hereto and made a part

hereof this objection, marked as Exhibit "C", is a true and correct copy of said statement.

6. The predecessor to or servicer for LSF9, Caliber Home Loans, Inc., previously issued a payoff statement for the mortgage stating that as of February 18, 2021 the payoff for the same mortgage was \$2,730.53. Attached hereto and made a part hereof this objection, marked as Exhibit "D", is a true and correct copy of said statement.

7. Debtor believes the payoff, at most, is the principal balance stated in the Response said being \$314.56.

8. Rule 3002.1 provides that the Court may award appropriate relief, including reasonable expenses and attorney's fees caused by the failure of the holder of such a claim of LSF9 for failure to provide any information as required by subdivision (b), (c), or (g) of this rule.

9. LFS9 failed to conduct its due diligence and failed to provide the information as provided by Rule 3002.1

WHEREFORE, Joann E. Sausman, requests that this Honorable Court Order:

A. The principal amount due and owing to LSF9 Master Participation Trust, Caliber Home Loans, Inc., or any holder of the secured claim that is the subject of this Objection be equal to or less than \$314.56; and

B. That attorney's fees in the amount of _____ be awarded from LSF9 Master Participation Trust to Robert H.

Holber, Esquire.

A handwritten signature in cursive script, appearing to read "Robert H. Holber", written in dark ink.

Robert H. Holber, Esquire
41 E. Front Street
Media, PA 19063
(610) 565-5463

Counsel for Debtor

THE UNITED STATES BANKRUPTCY COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

In re: : Bankruptcy No. 16-10260
JOANN SAUSMAN :
Debtor : Chapter 13

CERTIFICATION OF SERVICE

I, Robert H. Holber, Esquire, Counsel for Debtor, hereby certify that I served a copy of the Debtor's Objection To Notice Of Final Cure Payment And Request For Counsel Fees upon the Office of the U.S. Trustee, Chapter 13 Trustee, William C. Miller, Debtor/Mortgagor Joanne E. Sausman, and Lauren M. Moyer, Esquire, 123 South Broad Street, Suite 1400, Philadelphia, PA 19109, counsel for LSF9 Master Participation Trust, via US Mail postage prepaid and/or electronically on March 26, 2021.



Robert H. Holber, Esquire
Counsel for Debtor

DEBTOR:JOANN E. SAUSMAN

**CASE NO:16-10260 ELF
FINAL CURE PAYMENT AND COMPLETION OF
PAYMENTS UNDER THE PLAN**

Pursuant to Federal Bankruptcy Rule 3002.1(f), William C. Miller, Chapter 13 standing trustee, hereby gives notice that the debtor(s) in this matter ("debtor") has completed all payments required to cure the default in the claim filed by the following creditor, and this claim has been paid in full:

Creditor:LSF9 MASTER PARTICIPATION TRUST

CLAIM#4

Within 21 days of the service of this Notice, in accordance with Federal Bankruptcy Rule 3002.1(g), a creditor holding a claim secured by a security interest in the principal residence of debtor shall file and serve on debtor, counsel for debtor, and the standing trustee, a statement indicating whether

(1) it agrees that debtor has paid in full the amount required to cure the default on the claim, and (2) debtor is otherwise current on all payments consistent with 11 U.S.C. § 1322(b)(5). The statement shall itemize the required cure or post-petition amounts, if any, that the holder contends remain unpaid as of the date of the statement. The statement shall be filed as a supplement to the holder's proof of claim and is not subject to Rule 3001(f).

Respectfully submitted,

William C. Miller Esquire
Chapter 13 Standing Trustee
P.O. Box 1229
Philadelphia, PA 19105
215-627-1377

EXHIBIT A

Fill in this information to identify the case:

Debtor 1 Joann E. Sausman aka Jo Anne E. Sausman

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: EASTERN District of Pennsylvania
(State)

Case number 16-10260-elf

Form 4100R

Response to Notice of Final Cure Payment

10/15

According to Bankruptcy Rule 3002.1(g), the creditor responds to the trustee's notice of final cure payment.

Part 1: Mortgage Information

Name of creditor: LSF9 Master Participation Trust Court claim no. (if known): 4-1

Last 4 digits of any number you use to identify the debtor's account: 7 2 2 5

Property address: 821 Ridley Creek Drive
Number Street

Media, Pennsylvania 19063
City State ZIP Code

Part 2: Prepetition Default Payments

Check one:

- ☒ Creditor agrees that the debtor(s) have paid in full the amount required to cure the prepetition default on the creditor's claim.
- ☐ Creditor disagrees that the debtor(s) have paid in full the amount required to cure the prepetition default on the creditor's claim. Creditor asserts that the total prepetition amount remaining unpaid as of the date of this response is: \$ _____

Part 3: Postpetition Mortgage Payment

Check one:

- ☐ Creditor states that the debtor(s) are current with all postpetition payments consistent with § 1322(b)(5) of the Bankruptcy Code, including all fees, charges, expenses, escrow, and costs.

The next postpetition payment from the debtor(s) is due on: 9 / 26 / 2020
MM / DD / YYYY

- ☒ Creditor states that the debtor(s) are not current on all postpetition payments consistent with § 1322(b)(5) of the Bankruptcy Code, including all fees, charges, expenses, escrow, and costs.

Creditor asserts that the total amount remaining unpaid as of the date of this response is:

- a. Total postpetition ongoing payments due: (a) \$ 7,371.84
- b. Total fees, charges, expenses, escrow, and costs outstanding: + (b) \$ 1,450.00
- c. **Total.** Add lines a and b. (c) \$ 8,821.84

Creditor asserts that the debtor(s) are contractually obligated for the postpetition payment(s) that first became due on:

9 / 26 / 2020
MM / DD / YYYY

Debtor 1 Joann E. Sausman aka Jo Anne E. Sausman
 First Name Middle Name Last Name

Case number (if known) 16-10260-elf

Part 4: Itemized Payment History

If the creditor disagrees in Part 2 that the prepetition arrearage has been paid in full or states in Part 3 that the debtor(s) are not current with all postpetition payments, including all fees, charges, expenses, escrow, and costs, the creditor must attach an itemized payment history disclosing the following amounts from the date of the bankruptcy filing through the date of this response:

- ☐ all payments received;
- ☐ all fees, costs, escrow, and expenses assessed to the mortgage; and
- ☐ all amounts the creditor contends remain unpaid.

Part 5: Sign Here

The person completing this response must sign it. The response must be filed as a supplement to the creditor's proof of claim.

Check the appropriate box::

- ☐ I am the creditor.
- ☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this response is true and correct to the best of my knowledge, information, and reasonable belief.

Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this response applies.

☒ /s/ Lauren M. Moyer, Esquire
 Signature

Date 03 / 19 / 2021

Print Lauren M. Moyer
 First Name Middle Name Last Name

Title Attorney for creditor

Company McCabe, Weisberg & Conway, LLC

If different from the notice address listed on the proof of claim to which this response applies:

Address 123 S. Broad Street, Suite 1400
 Number Street

Philadelphia, PA 19109
 City State ZIP Code

Contact phone (215) 790 - 1010

Email ecmail@mwc-law.com

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Joann E. Sausman aka Jo Anne E.
Sausman

Chapter 13
Bankruptcy No. 16-10260-elf

Debtor(s)

LSF9 Master Participation Trust, or its
Successor or Assignee

Movant

vs.

WILLIAM C. MILLER, Esq., Trustee
Joann E. Sausman aka Jo Anne E. Sausman
Respondent(s)

**CERTIFICATION OF SERVICE OF RESPONSE TO NOTICE OF FINAL CURE
PAYMENT**

I, Lauren M. Moyer, attorney for LSF9 Master Participation Trust, hereby certify that I served a true and correct copy of the foregoing Response to Notice of Final Cure Payment, by United States Mail, first class, postage prepaid, and/or electronic means, upon the following:
Date Served: March 19, 2021

Joann E. Sausman aka Jo
Anne E. Sausman
821 Ridley Creek Drive
Media, PA 19063

Robert H. Holber
Attorney Robert H. Holber
PC
41 East Front Street
Media, PA 19063
Attorney for Debtor

WILLIAM C. MILLER, Esq.
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105
Trustee

U.S. Trustee
Office of the United States Trustee
200 Chestnut Street
Suite 502
Philadelphia, PA 19106

/s/ Lauren M. Moyer

LAUREN M. MOYER, ESQUIRE ID # 320589
JOHN M. KOLESNIK, ESQUIRE ID # 308877
Attorney for LSF9 Master Participation Trust
123 South Broad Street, Suite 1400
Philadelphia, PA 19109
Telephone: (215) 790-1010
Facsimile: (215) 790-1274
Email: ecfmail@mwc-law.com



MANLEYDEAS.COM

P.O. BOX 165028
COLUMBUS, OH 43216
P 614-220-5611 | F 614-220-5613

December 15, 2020

WARNING UNDER THE FAIR DEBT COLLECTION PRACTICES ACT

Manley Deas Kochalski LLC is a law firm retained to collect a debt and any information obtained will be used for that purpose.

Robert H. Holber
Attorney for Joann E. Sausman AKA Jo Anne E. Sausman
Attorney Robert H. Holber PC
41 East Front Street
Media, Pennsylvania 19063
rholber@holber.com

RESPONSE TO PAYOFF REQUEST

Borrower:	William C. Sausman, Jr.
Loan Number:	9803877225
Mortgage Servicer:	Caliber Home Loans, Inc.
Property Address:	821 Ridley Creek Drive, Middletown Twp, Media, PA 19063
Mailing Address:	Attorney Robert H. Holber PC, 41 East Front Street, Media, Pennsylvania 19063
Our Reference Number:	20-019914
Case Number:	16-10260

This letter is in response to a request we received for a payoff quote on the loan identified above. This letter is intended to provide you with the information you requested. It is not an attempt to collect a debt.

The last two paragraphs of this letter contain important notices related to bankruptcy and our right to correct errors. Please read these notices.

Good-Through Date: This letter expires on **January 7, 2021**. This date is known as the "Good-Through Date." This letter is not valid after the Good-Through Date.

Payoff Quote: Your payoff quote as of the Good-Through Date is **\$3,247.39**.

20-019914_RNM

EXHIBIT C

The Payoff Quote is broken down as follows:

Principal Balance	\$	314.56
Interest	\$	6.29
Mortgage Release Fee	\$	83.25
Broker Price Opinion Fees	\$	118.50
Prior Firm Bankruptcy Attorney Fees	\$	1,570.00
Prior Firm Foreclosure Attorney Costs	\$	1,154.79
Total amount to payoff loan as of December 15, 2020	\$	3,247.39
Total estimated amount to payoff loan as of January 7, 2021	\$	3,247.39
Daily Interest Accrual (Per Diem)	\$	0.10

Changes to Quote and Estimates: The estimated amounts above are provided to you in accordance with your request for a payoff amount with a future good through date and to increase the likelihood that your payment will be sufficient to payoff your loan. Because this letter includes estimated amounts, you should contact our office to ask whether there have been any changes to your quote before making your payment. It is best to do this immediately before you send your payment to our office. Our contact information is as follows:

Telephone: 866-481-0396
Fax: 614-627-8181
E-Mail: reinstatementpayoff@manleydeas.com
Hours: 8:30 a.m. to 5:00 p.m. E.S.T., Monday thru Friday

Overpayments and Refunds: If your payment is greater than the amount needed to payoff your loan, our client will issue a refund to you. If we receive a refund of all or some portion of a cost item that you paid in full, we will forward the refund to our client. Our client will process the refund according to its procedures.

Making Your Payment. The only acceptable forms of payment are the following:

- a certified check
- a cashier's check
- a bank wire transfer (see wiring instructions below)

A personal check is not acceptable. Do **not** make your check payable to Manley Deas Kochalski LLC. Instead, your check should be made payable to **Caliber Home Loans, Inc..**

Your payoff check should be sent to:

Manley Deas Kochalski LLC

Attention: Reinstatements / Payoffs
1555 Lake Shore Drive
Columbus, OH 43204

Your payoff check must include each of the following:

The borrower's name
The loan number
Our reference number

If you decide to make your payment by wire transfer, our wiring instructions are as follows:

Beneficiary Bank: First Merchants Bank
14500 Davis Drive
Daleville, IN 47334
Beneficiary ABA: 074900657
Beneficiary Name: Manley Deas Kochalski LLC IOLTA
Beneficiary Account#: 9001044076

Sufficiency of Your Payment: We do not have any authority to decide whether your payment is sufficient to payoff your loan. Only our client can decide whether your payment is sufficient to pay your loan in full.

No Authority to Accept Payment: We are not a payment agent; we do not have any authority to accept your payment on behalf of our client; and our receipt of your payment does not mean that your payment has been accepted by our client. Our client has exclusive authority to decide whether to accept your payment and apply it to your loan balance.

Foreclosure Process and Sale of Property: Your request for a payoff quote will not cause the foreclosure process, including any scheduled sale of the property, to be postponed or cancelled. If the property is scheduled for a foreclosure sale, then our client's acceptance of your payment is conditioned upon whether the sale can be cancelled. We do not control whether the foreclosure sale will be cancelled. Only the court or the officer conducting the sale can decide to cancel the sale. We will use reasonable efforts to try to have the sale cancelled. As a general guideline, your payment should arrive in our office at least ten (10) business days before the scheduled sale date. Even if your payment arrives within this time period, we cannot assure you that the foreclosure sale will be cancelled.

Ethical Disclosures: We recommend that you retain counsel if you have not already done so. We have a duty of loyalty to our client. Our client's interests are different from your interests. We are not disinterested in this matter. Our role is to act in our client's interest. We are not allowed to represent you. This means we are not allowed to answer your legal questions, tell you how to proceed, recommend a course of action, or give you legal advice. When you communicate with us, you should not assume from anything we say or do that we represent you, will assist you, or will act in your interest.

Bankruptcy Notice

To the extent your original obligation has been discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and informational purposes only or is notice of the creditor's intent to enforce a lien against property and is not an attempt to collect a debt, a demand for payment, or an attempt to impose personal liability for that debt.

Notice of Right to Correct Errors

We reserve the right to correct any error we might have made in this letter. This includes the right to correct the payoff quote. We reserve the right to correct errors at any time, even after a payment has been made.

Very truly yours,

MANLEY DEAS KOCHALSKI LLC



MANLEYDEAS.COM

P.O. BOX 165028
COLUMBUS, OH 43216
P 614-220-5611 | F 614-220-5613

February 4, 2021

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Robert H. Holber
Attorney for Joann E. Sausman AKA Jo Anne E. Sausman
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The last two paragraphs of this letter contain important notices related to bankruptcy and our right to correct errors. Please read these notices.

Good-Through Date: This letter expires on **February 18, 2021**. This date is known as the "Good-Through Date." This letter is not valid after the Good-Through Date.

Payoff Quote: Your payoff quote as of the Good-Through Date is **\$2,730.53**.

20-019914_RNM

EXHIBIT D

The Payoff Quote is broken down as follows:

Principal Balance	\$	314.56
Interest	\$	10.46
Escrow	\$	872.26
Prior Firm Bankruptcy Attorney Fees	\$	1,450.00
Mortgage Release Fee	\$	83.25
Total amount to payoff loan as of February 4, 2021	\$	2,730.53
Total estimated amount to payoff loan as of February 18, 2021	\$	2,730.53

Changes to Quote and Estimates: The estimated amounts above are provided to you in accordance with your request for a payoff amount with a future good through date and to increase the likelihood that your payment will be sufficient to payoff your loan. Because this letter includes estimated amounts, you should contact our office to ask whether there have been any changes to your quote before making your payment. It is best to do this immediately before you send your payment to our office. Our contact information is as follows:

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The borrower's name
The loan number
Our reference number

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14500 Davis Drive
Daleville, IN 47334
Beneficiary ABA: 074900657
Beneficiary Name: Manley Deas Kochalski LLC IOLTA
Beneficiary Account#: 9001044076

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Bankruptcy Notice

To the extent your original obligation has been discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and informational purposes only or is notice of the creditor's intent to enforce a lien against property and is not an attempt to collect a debt, a demand for payment, or an attempt to impose personal liability for that debt.

Notice of Right to Correct Errors

We reserve the right to correct any error we might have made in this letter. This includes the right to correct the payoff quote. We reserve the right to correct errors at any time, even after a payment has been made.

Very truly yours,

MANLEY DEAS KOCHALSKI LLC